OFFICE OF THE MISSION DIRECTOR
NATIONAL RURAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005

TENDER FOR SUPPLY OF SINGLE PUNCTURE LAPAROSCOPE (NATIONAL COMPETITIVE BIDDING)

OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005

Website : www. nrhmassam.in **e-mail : misnrhm.assam@gmail.com**

TENDER FOR SUPPLY OF SINGLE PUNCTURE LAPAROSCOPE

(NATIONAL COMPETITIVE BIDDING)

TENDER NO: NHM/PROC/Lapro/2270/2014-15/ 22684 **Date: 24.03.2015**

Date of sale of Tender Document		**: 25.03.2015**
Last Date and Time of receipt of Tender		**: 03.04.2015 till 2 pm**
Date and Time of opening Tender		**: 03.04.2015 at 3 pm**
Place of opening Tender.	**:**	**Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.**
Address for Communication		**:Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.**
Cost of Tender Documents in Demand Draft		**: Rs. 2000/-(Rupees Two Thousand) only in the form of Demand Draft in favour of "State Health Society, Assam"**

OFFICE OF THE MISSION DIRECTOR
National Health Mission, Assam
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005

TENDER FOR THE SUPPLY OF SINGLE PUNCTURE LAPAROSCOPE MACHINE

Sealed tenders in Two Bid System (Technical Bid & Price Bid in separate sealed envelopes) affixing court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam) only, are invited from manufacturers or authorized distributors/dealers for "Supply of Single Puncture Laparoscope Machine".

1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two separate covers {Technical bid (Cover "A") and Price Bid (Cover "B")} will be received up to 03.04.2015 till 2 PM by the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar path, Christianbasti, G S Road, Guwahati-781005, Assam

2. IMPORTANT NOTES:

a) The bidder shall quote prices in Indian Rupees only, on FOR destination basis.
b) Delivery of the ordered items shall be affected at different Health Institution across 27 district of Assam or as specified in the purchase order.
c) Arrangement of Road Permits for dispatch of consignments shall be the responsibility of the successful bidder (s).
d) There is no guarantee on the quantity of items to be supplied during the tenure of any contract arising out of this tender. The successful bidder (s) will be called upon to supply the item in such quantities as would be required from time to time during the contract period based on actual need assessed by NHM Assam.

3. ELIGIBILITY CRITERIA

A. Bidder shall either be a manufacturer or a distributor/dealer having experience of supplying Medical Equipments/Instruments to Govt. Organizations.

B. Average Annual turnover of the bidder (who is not a manufacturer) in the last three financial years i.e. 2011-12, 2012-13 and 2013-14 shall not be less than **Rs 30.00 Lakhs**/-.

C. Manufacturer participating as bidder or manufacturer from whom the **tendered items** would be sourced by the dealer should have an average Annual Turnover of **Rs 500.00 lakhs** in the last 3 financial years i.e. 2011-12, 2012-13 and 2013-14.

D. Manufacturers shall have valid Certification as specified in the tender document.

E. Bidder shall have experience in supply & installation of Hospital Equipments & Instruments in the last 3 (three) financial years and value of a single order for similar item during this period should be at least **Rs 2.00 Lakhs**/-.

F. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.

G. Bidder who has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization will not be allowed to participate in the tender during the period of blacklisting.

4. <u>GENERAL CONDITIONS.</u>

(I) The quantity indicated in the bid document is tentative and subject to change depending on actual requirement.

(II) Tender documents may be obtained from the office of Tender Inviting Authority during office hours on payment of Rs 2000/-(non – refundable) in the form of Demand Draft drawn in favour of **" State Health Society, Assam"** payable at Guwahati The tender documents may also be downloaded from the official website- www.nrhmassam.in.The bidder downloading the Bid document from the website will be required to deposit Rs 2000/-(non – refundable) in the form of Demand Draft drawn in favour of **" State Health Society, Assam"** payable at Guwahati while submitting the Tender. Tender without the fee of Rs 2000/- will not be accepted.

(III) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.

(IV) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the bid document.

(V) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.

(VI) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.

(VII) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.

(VIII) When a bidder specifies name of the manufacturers of different products in the format at Annexure IX, all required documents (specifically Average Annual

Turnover Statement & quality certificates) of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

5. TECHNO-COMMERCIAL BID - COVER "A"

The Bidder should furnish the following documents/charges in a separate cover hereinafter called **"Cover A".**

A. Court Fee Stamp/IPO and Tender Document Fee

Court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam). Tender document fee of Rs 2000.00 in the form of a Demand Draft in favour of **"State Health Society, Assam"** payable at Guwahati

B. Earnest Money Deposit (EMD)

Earnest Money Deposit amounting to **Rs 2.00 Lakhs** only in the form of Demand Draft/Banker's Cheque favoring **"State Health Society, Assam".** Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest. The Earnest Money Deposit of the successful Bidder may, at the discretion of Tender Inviting Authority be adjusted towards the Security Deposit payable by the Bidder.

C. Constitution of Company of Bidder:

Documentary evidence regarding constitution of the company /concern such as Certificate of Incorporation, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.

D. Import License of Bidder:

Attested copy of Import License, if the products are imported. The license must have been renewed up to date. A copy of a valid license for the sale of the products imported by the firm issued by the licensing authority shall also be enclosed.

E. Power of Attorney of Bidder:

Attested copy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

F. Technical cum Compliance Statement Sheet:

Technical cum Compliance Statement Sheet to be submitted **by the manufacturer** in the format at **Annexure I**. Bids without Technical cum Compliance Statement Sheet certified by the manufacturer will be disqualified.

G. Undertaking of Bidder:

Undertaking in the form at **Annexure-II A & Annexure-II B**

H. **Manufacturer's Authorization**

Authorization letters from all the manufacturers concerned in the format at **Annexure -III**. Bids without authorization letters will be disqualified.

I. **Quality Certificates**

Attested copies of valid Certificates (only of manufacturers whose products have been offered) for Single Puncture Laparoscope as specified in the tender document.

J. **Annual Turnover**

Annual turnover statement from sales of Hospital Furniture/Fixtures/ Equipments/Instruments for 3 years i.e., 2011-12, 2012-13 & 2013-14 in the format given in **Annexure-IV A and Annexure-IV B** certified by the Auditor/Chartered Accountant. **It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

K. **Execution of similar contracts of Bidder:**

Details of supplies (Hospital Furniture & Fixtures/Equipments & Instruments) made during the last 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure V**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any, during the last 3 years should be highlighted. Attested/notarized copies of orders/contracts for similar items including one single order of value at least Rs 2.00 Lakhs/- executed for a Government Organization during the last 3 years should be submitted.

L. **Sales Tax Clearance Certificate of Bidder:**

Sales Tax Clearance certificate, as on 31st March of last financial year (as per format at **Annexure-VI**. Sales Tax clearance of last financial year in any other format of the concerned state will also be considered.

M. **Undertaking for providing of logo of Bidder:**

Undertaking (as per **Annexure-VII**) for embossment of NHM Assam logo on all items.

N. **Details of Manufacturing Unit of manufacturer**

Details of Manufacturing Unit as per **Annexure-VIII.** The details containing the name & address of the premises where the items are actually manufactured.

O. **List of Items Quoted**

The List of items quoted shall be furnished as per **Annexure – IX**. The list shall specifically indicate manufacturer's name along with warranty period offered for each item.

P. **Undertaking on Fraud & Corruption of Bidder:**

Undertaking on fraud and corruption in the format at **Annexure-X**

Q. **Agreed Terms & Conditions of Bidder:**

Agreed Terms & Conditions as per **Annexure XI.**

R. **Signature & Seal on each page**

The tender document signed by the Bidder in all pages with office seal.

S. **Checklist of documents**

A Checklist (**Annexure-XII**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-XII** and should be securely tied or bound.

The above documents should be sealed in a separate cover super scribed as **"TECHNICAL BID, COVER "A" (TENDER FOR SUPPLY OF SINGLE PUNCTURE LAPAROSCOPE DUE ON 03.04.2015)"**and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

6. **PRICE BID - COVER"B"**

Cover "B" shall contain the Price Bid in the format at Annexure XIII of the Tender.

A. **Signature & Seal on each Page**

Each page of the Price Bid should be duly signed by the Bidder affixing the office seal.

B. **Signature on corrections**

Bid should be typewritten and every correction in the bid should be attested with full signature by the Bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

C. **Items Quoted & Rates**

The Bidder shall fill up the Annexure XIII for items quoted.

D. **Landed Cost**

The rate quoted per unit or landed price in **Annexure-XIII** shall be inclusive of excise duty, sales tax, packaging charge, freight, Insurance etc. The component of VAT/Sales Tax should also be shown separately.

E. **Unit Size/ Rate**

The rate quoted in **Annexure-XIII** should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the **Annexure-I**.

The above documents should be sealed in a separate cover superscribed as "**PRICE BID, COVER "B" (TENDER FOR SUPPLY OF SINGLE PUNCTURE LAPAROSCOPE DUE ON 03.04.2015)"** and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

The two separately sealed covers {Technical bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and superscribed as "TENDER FOR SUPPLY OF SINGLE PUNCTURE LAPAROSCOPE DUE ON03.04.2015" and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar, G S Road, Guwahati-781005

7. **OPENING OF COVER "A" AND COVER "B" OF TENDER**

A. All bidders are entitled to be present at the date and time of opening of Technical Bid - Cover "A".

B. Only those bidders whose Technical Bids are found to be acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover "B" of the tender. The price bids of tenderers not found technically qualified shall not be opened.

8. **VALIDITY OF BID:**

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least 02(two) years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended with mutual consent.

10. OTHER CONDITIONS

A. **Item Details & Quantity**

Specifications & Details of Items are shown in **Annexure-I**. The quantity mentioned is only the tentative requirement and may increase or decrease as per requirement of Tender Inviting Authority. The rates quoted should

not vary with the quantum of the order or the destination.

B. **Firm Rates**

Firm Rates (inclusive of Excise Duty, Sales Tax, transportation, insurance, PACKAGING/INSTALLATION & TRAINING CHARGES AT SITE and any incidental charges) should be quoted for each of the required Hospital items on door delivery basis according to the units ordered. Tender for supply of Hospital items with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.

C. **Unit Rate & Total Value**

Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

D. **Controlled Price/MRP**

The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the Tender Inviting Authority and shall charge the reduced rates. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction in rates.

E. **No Revision/Correction of Rates**

No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bids.

F. **Firm Delivery Schedule**

Firm delivery schedule shall be mentioned in the bid. Cross conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

G. **Execution of Order**

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

H. **Inspection**

Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate / cancel the orders, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

11. ACCEPTANCE OF TENDER

A. **Tender Evaluation**

Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders.

Price Bids of technically qualified bidders will be evaluated with reference to the quoted rates (landed price of each item). Conditional discounts shall not be taken into account for price comparison.

B. **Right to Reject Tender**

Tender Inviting Authority reserves the right to accept the tender or to reject the whole tender for the supply of all Equipments & Instruments tendered at any point of time without assigning any reason.

C. **Tender Acceptance**

The acceptance of the tenders will be communicated to the successful bidders in writing.

12. AGREEMENT

The successful Bidder shall execute an agreement in the form at **Annexure XIV** on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

13. NON ASSIGNMENT

The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

14. COMMUNICATION

All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at his premises, places of business or abode.

15. SECURITY DEPOSIT

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit of 5 % of the order value in the form of bank guarantee from any Indian scheduled bank in favour of the Tender Inviting Authority valid for the entire warranty period. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

16. SUPPLY & SERVICE CONDITIONS

A. Purchase Order

Purchase order will be placed on the successful Bidder at the discretion of the Tender Inviting Authority.

B. Specifications & Quality

The items supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified at **Annexure-I**

C. Warranty Provisions

The successful bidder (Supplier) warrants that the goods supplied under the contract/purchase order are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods.

i. The warranty shall be valid for the period mentioned in the Technical Specification.
ii. The warranty should be as per the period mentioned in the Technical Specification.
iii. The Tender Inviting Authority (Purchaser) shall notify the supplier in writing of any claims arising under this warranty.
iv. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.
v. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier‘s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.
vi. The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay taxes/duties and all expenses up to the destination for the replaced part.
vii. During the warranty period, the desired uptime of 95% of 365 days on a 24 hours basis shall be ensured.

D **Delivery Period**

The supply should be completed within 45 (forty five) days from the date of order, unless otherwise specified in the order.

E **Delivery Point/Destination**

Delivery of the ordered items shall be affected at NHM, Assam State HQ Store or as specified in the purchase order.

F. Penalty for Delayed Delivery

(i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.

(ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

G **Alternative Purchase**

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for purchase of the items, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to any other penalties including forfeiture of security deposit.

H. **Shortage and Damage**

It shall be the responsibility of the successful Bidder for any shortages/damages at the time of receipt in Warehouse/Institution. Tender Inviting Authority is not responsible for the items received, for which no order is placed.

I. **Comprehensive Maintenance**

The successful bidder (Supplier shall provide post warranty Comprehensive Annual Maintenance Contract (CAMC) service for a period 3 years from the date the warranty is over. The CAMC amount shall include cost of labour, spare parts and consumables required for repair and maintenance of equipments. The scope of work during the CAMC period shall include, inter-alia, the following:

i) To ensure 95 % uptime of the equipments.
ii) To upgrade software free of cost.
iii) To undertake 4 preventive maintenance service in a year.
iv) To attend to breakdown calls within 24 hours of reporting a fault.

17. **FORCE MAJUERE**

The above conditions of delivery period, price reduction etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

18. <u>FRAUD & CORRUPTION:</u>

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

19. <u>LOCAL CONDITIONS:</u>

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

20. <u>LOGOGRAMS</u>

A. Tenders for the supply for furniture, equipments etc., shall be considered only if the Bidder gives undertaking in his tender that the items will be

supplied with the logogram either printed or embossed or affixed as specified.

B. Failure to supply furniture, equipments etc., without the logogram will be treated as breach of the terms of agreement.

21. PACKING

A. Packing should be sound and be able to prevent damage or deterioration during transit.

B. In the event the items supplied are found to be damaged or defective the Tender Inviting Authority will be at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

22. PAYMENT PROVISIONS

Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority. Full payment will be released only after completion of supply/installation of entire ordered quantities. The payments for CAMC service will be made on yearly basis after satisfactory performance of service each year.

A. On completion of supply of supplied quantities, invoices with challans along with installation reports (certified by the Head of the Health Institution) and warranty certificates should be submitted in triplicate, addressed to the Tender Inviting Authority. For payment towards CAMC, invoices along with quarterly service reports (certified by the Joint Director, Health Service of the district or an authorized official) should be submitted in triplicate, addressed to the Tender Inviting Authority.

B. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.

C. In case of any enhancement in excise duty/ Tax due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.

D. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified under Clause No. 17 C will be applicable.

E. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse/institution.

23. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder.

24. NON CONFORMANCE, TERMINATION & PENALTIES

A. If the items do not conform to specifications, the same shall be taken back by the supplier at the supplier's cost within a period of 30 days of the receipt of the letter/notice from the Tender Inviting Authority. If the supplier fails to take back the items within the stipulated time, the Tender Inviting Authority will have the right to dispose-off such ITEMS NOT CONFORMING TO SPECIFICATIONS. Tender Inviting Authority may also levy storage charge calculated at the rate of 2% per week on the value of the item rejected till such disposal. The decision of the Tender Inviting Authority or any officer authorized by him on the quality of the items supplied shall be final and binding.

B. In case of supply of inferior products or products not conforming to specifications, the Tender Inviting Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.

C. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the supplier shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.

D. Non performance of any of the contract provisions will disqualify a firm to participate in tenders issued by the Tender Inviting Authority for the next five years.

E. In the event of making ALTERNATIVE PURCAHSE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or

from his properties, as per rules.

F. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

25. ARBITRATION

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Rural Health Mission, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Rural Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

26. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

27. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Assam only.

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Annexure I

Technical cum Compliance Specification Sheet: (TO BE SUBMITTED BY THE MANUFACTURER)

1. Single Puncture Laparoscope for Female Sterilization- Qnty: 15 Nos.

Sl	Name	Technical Specs quoted by bidder	Deviation if any
1 Description of Function			
1.1	Laparoscope is used for minimal invasive surgery and comprises of telescope and associated instruments.		
2 Operational Requirements			
2.1	System complete with Telescope and associated instruments and accessories are required for sterilization		
2.2	All core laparoscopy items such as Telescope, Varess needle, Trocar Cannula, Ring applicator, CO2 insufflator, Cold Light Source, Fiber optic cable must be from single manufacturer for making the system totally compatible.		
3 Technical Specifications			
3.1	**Telescope :** Telescope with 6 degree with parallel eye piece, wide angle, diameter 10-11mm diameter Fibre optic light transmission incorporated; should be compatible with the commonly available light cables(necessary adapters should be provided)can be sterilised by autoclaving, gluteraldehyde, cidex solutions and in formaline chamber. Should have inbuilt 6mm instrument channel for ring applicator as well as CO2 gas insufflation channel with stopcock, working length of 270-275mm		
3.2	**Trocar and Cannula:** Cannula size +1mm more than the Telescope diameter; should have multifunctional valve and automatic valve to prevent damage of sharp instruments and optical lens while passing through the cannula. It should have stopcock for CO2 insufflations. Trocar should have pyramidal tip with pin holes near the tip for safety outlet of CO2 gas. The working length of cannula should be 100-110mm.		

Sl	Name	Technical Specs quoted by bidder	Deviation if any
3.3	**Ring Applicator** Ring applicator for use with parallel eyepiece telescope compatible with the above telescope, capable of loading two silastic rings. Firing of silicon ring to position 1 where one ring is loaded and firing of two rings simultaneously at position 2. The ring applicator has to be fully dismantable into different parts like, Prone, Inner tube, outer tube, thumb, knurled ring etc to make it sterilization and service friendly		
3.4	**Cones** Suitable cones for loading rings to the above applicator		
3.5	**Slide/Guide** Suitable guide /slide for loading rings to the above applicator		
3.6	**Veress Needle** Veress Needle with spring loaded blunt stylet with leur lock and length of 10cm & 15 cm.		
3.7	**Carbon Dioxide insufflators** Electronic CO2 insufflators with pin index connection. Should have an adjustable flow rate of 0-20litres per minute and a pressure range adjustable between0-30mm Hg. Preset and actual value for Pressure and flow rate should be displayed on the front panel in digital display. Constant monitoring of intra-abdominal pressure; any over pressure is released immediately with back flow with acoustic alarm. Unit should have in-built heater to warm up and preheat the CO2 gas. Should be able to select either central supply(4.5Kg/cm2) input pressure from central supply as well as direct connection to high pressure CO2 cylinder and should indicate the right inlet pressure CO2gas supply by bar graph on front panel of machine. Unit should produce immediately acoustic alarm in case of sudden blockage in the gas outlet tube/ wrongly placed Veress Needle. Provided with Silicon Autoclave tubing with luer attachment. Instrument should work on power supply range 100-240V with a frequency of 50Hz single phase.Fit for purpose. The unit should be complied with IEC safety standards IEC-601-1 and CE acc to MDD.		
3.8	**High Pressure Hose:** High pressure Hose suitable to connect the insufflators with pin indexed CO2 cylinder		

Sl	Name	Technical Specs quoted by bidder	Deviation if any
3.9	**Cold Light Source:** LED, High performance LED cold light fountain with one light outlet, Power supply 100-230V AC, 50/60Hz including two nos main cords. Electrical Safety certification IEC-601-1.CE acc to MDD		
3.10	**Fiber optic light cable** 3.5-4.0 mm accrual diameter of fiber optic light bundles,200-230cm in length compatible with cold light source & the commonly available telescopes(necessary adaptors may be provided)		
4 System Configuration Accessories, spares and consumables			
4.1	Spare washer for trocar and cannula • Sealing Cap 10mm: 10 Nos. • Tappet for multifunctional valve: 10 Nos. • Seal for Automatic Valve : 10 Nos.		
4.2	Spare Part for Ring Applicator & Veress Needle: • Spring for Ring Applicator: 5 Nos. • Finger ring(thumb) for ring applicator : 5 Nos. • Knurled screw for ring applicator: 5 Nos. • Inner sheath of ring applicator: 2 Nos. • Tension Rod with grasper (Prone insert) for ring applicator: 1 No • Adapter for fiber optic light cable for Telescope of same make : 2 Nos • Stopcock for cannula gas inlet : 2 Nos • Spring cap for stopcock: 2 Nos		
4.3	Cleaning Kit: • Telescope cleansing brush set for scopes (5mm dia and 10mm dia): 5 Nos. • Cannula Brush : 2 Nos • Cleaning Oil(Silicon Oil) 50ml bottle : 2 Nos • Trocar Brush : 2 Nos • Special Lubricant for stopcock : 5 Nos.		
4.4	Case for Storage of Laparoscope & instruments: • Plastic storage brief case with foaming inside for Laparoscope Telescope and all hand instruments and accessories for storage and transportation.		
4.5	• Telescope- 01 Nos. • Trocar and Cannula for Telescope- 02 Nos. • Ring Applicator: 2 Nos. • Cones : 5 Nos • Slide/Guide: 10 Nos. • Veress Needle (10cm): 02 Nos. • Veress Needle (15cm): 02 Nos. • Carbon Dioxide Insufflator: 1 No. • High Pressure Hose for Insufflators: 1 No. • Fiber optic Cable: 1 No.		

Sl	Name	Technical Specs quoted by bidder	Deviation if any
4.6	Wrench Kit: 1 No. • Suitable for connecting the insufflators to CO2 cylinders		
4.7	Carbondioxide Cylinder: 2 Nos. • 5Kg Carbondioxide bottle with pin index connection		
4.8	Main Chord : 2 Nos. • Compatible with insufflators and LED cold light sources of 220-240V.		
4.9	CO2 Silicon Tube sterilizable with LUER lock for patient insufflation : 2 Nos.		
4.10	Formalin Chamber for sterilisation of Laparoscope: 1 No. • Formaline Chamber made of Virgin Acrylic 6mm thickness • Size:26”X8”X8”(LXBXH) with three tray, for sterilising the laparoscope preferably with three tray		
4.11	Tray for sterilisation of Laparoscopes: 2 Nos. • Disinfection/sterilisation stainless steel tray of steel grade 304 with sieve tray to lift • Size:27”X7”X5”		
4.12	All other standard accessories desired for proper functioning of the machine.		
5 Environmental factors			
5.1	• The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 15-90% • The unit shall be capable of operating continuously in ambient temperature of 10 - 40deg C and relative humidity of 15-90%		
6 Power Supply			
6.1	• Power supply 100-230V AC,50/60Hz fitted with Indian plug		
6.2	Suitable UPS-1.0KVA : 1 No • Ups-1.0 KVA offline with one hour backup time (at 500 watts real load) with inbuilt SM frequency, should be able to work on wide input range between 160-270 VAC at frequency between 50Hz+-2Hz, should use PWM technology with power conversion with single transformer arrangements with an output of 220VACpluss minus 6%, protection of overload, short circuit and low battery. Should have indication on front panel for mains load/ battery load/ battery overload-low and MCB protection in case of short circuit. ISE/CE approved good quality Indian Make.		
6.3	Voltage Corrector/Stabiliser of appropriate rating: 1		

Sl	Name	Technical Specs quoted by bidder	Deviation if any
	No • Voltage Stabiliser 1.0KVA. Should be able to maintain constant output voltage of 220VACpluss minus5% under input voltage condition of 170-270VAC.Should have line RFI filter. ISI/ CE approved good quality Indian make		
7 Standards, Safety and Training			
	• Should be US-FDA/CE approved product. • Manufacturer should have ISO 9001:2008 or ISO 13485:2003 certification for quality standards. • Comprehensive training for lab staff and support services till familiarity with the system on site. • Comprehensive warranty for 2 years. • Comprehensive CAMC for 3 years.		
8 Documentation			
	• Service and User manual in English. • Certificate of calibration and inspection • Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out. • Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/ para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.		

ANNEXURE II- A

UNDERTAKING (by the Bidder)

To

Mission Director,
National Rural Health Mission, Assam

Tender No._____
For supply of _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of ……..to supply …….. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of …… (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
   a) Authorization from Manufacturer:- We shall furnish authorization from the manufacturer legally enforceable undertaking to the Purchaser in appropriate format obligations valid for a period ……years from the date of supplied equipment.
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
5. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered items.

6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE II-B

UNDERTAKING

(To be submitted by Bidder as well as Manufacturer)

To

Mission Director,
National Health Mission, Assam

Tender No._____
For supply of _____

We,…….. do hereby declare that presently we do not stand blacklisted by any Central or State Government organization or debarred from participating in tenders of such organization and are therefore eligible to participate in NHM Tender No…… Date…….. for supply ……

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE -III

MANUFACTURER'S AUTHORIZATION FORM (issued by the Manufacturer)

N0. **DATED**

To,

Mission Director
National Rural Health Mission, Assam

Tender No.

Respected Sir**,**

We _____who are established and reputable manufacturers of _____having factories at _____ registered office at_____possessing manufacturing License No. _____dated_____Valid up to _____hereby authorize _____ (name and address of representative and firm), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

1.
2.

We hereby certify that the Machine / spare parts do not contain any recycled or reconditioned parts or components

We hereby extend our full guarantee and warranty as per clauses of contract for the goods offered for supply against this Invitation for Bid by the above firm.

(Attach Separate sheet if necessary)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE-IVA

ANNUAL TURNOVER STATEMENT OF THE BIDDER

The Annual Turnover of M/s _____ for the past three financial years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2011-12	
2.	2012-13	
3.	2013-14	

Total - Rs._____ Lakhs

Avg. - Rs._____ Lakhs

Date :

Seal :

Signature of Auditor / Chartered Accountant
(Name in Capital Letters)

ANNEXURE-IVB

ANNUAL TURNOVER STATEMENT OF THE MANUFACTURER

The Annual Turnover of M/s _____ for the past three financial years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2011-12	
2.	2012-13	
3.	2013-14	
	Total -	Rs._____ Lakhs
	Avg. -	Rs._____ Lakhs

Date :

Signature of Auditor / Chartered Accountant
(Name in Capital Letters)

Seal

ANNEXURE-V

Performance Statement (of the Bidder)

Tender No:

Sl.	Name of the product (only for Hospital Equipments & Instruments)	Year	Qty supplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE-VI

CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT

(To be filled by the applicant)

01. Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment ……..

02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity……

……..

b. Places of business of the applicant (All places of business should be mentioned)

……

03 The Districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished).

……

……

04 **a.** Total contract amount in the preceding three years.

i. 2011-12

ii. 2011-12

iii. 2012-13

b. Particulars of Sales Tax for the preceding three years.

Year	Total T.O. be assessed Rs.	Total Tax Assessed Rs.	Total Tax paid Rs.	Balance Due Rs.	Reasons for balance Rs.
2011-12					
2012-13					
2013-14					

c. If there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent.

d. Whether any penal action or proceeding for the recovery of Sales Tax is pending

e. The name and address of Branches if any:

I declare that the above mentioned information is correct and complete to the best of my knowledge and belief.

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM :

Enclosure of ANNEXURE-VI

(To be issued by the Sales Tax Assessing Authority)

In my opinion, the applicant M/s…….. has been / has not been / doing everything possible to pay the Tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax Officer

Note : Separate certificates should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax officer or Assistant Commercial Tax Officer having jurisdiction over that place.

ANNEXURE-VII

Tender No:

UNDERTAKING FOR EMBOSSMENT OF LOGO

We M/s …… do hereby declare that, if favored with an order, we will supply the Hospital Equipments/Instruments embossed with NHM Logo and the words "NHM ASSAM SUPPLY" or as per any other instructions given in this regard.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

LOGOGRAM

ANNEXURE – VIII

Declaration on Manufacturing Facilities by the Manufacturer

Tender No._____

For supply of _____

1.	Name of the manufacturer	:
2.	Full Postal Address	:
3.	Telephone No. /Fax No.	:
4.	Email address	:
5.	Date of inception of business	:
6.	Registration no. & Date	:
7.	Issued by	:
8.	Valid till	:
9.	Details of manufacturing activity & item wise capacity	:
12.	Name of Govt. Departments/ Pvt. Institutions to which the bidder already supplied the items with quantity value and supply period	: As per enclosure
18.	Has the bidder ever been black listed by any govt. agency? If yes, give details.	:
14.	Are any cases pending in the court related to any supplies? If yes, give details	:
15.	Does the firm have the adequate facilities for Inspection and quality control? Please give details	:

I, _____Prop./partner/Director of M/s

_____

Hereby declare that the information given in this form is true and correct to the best of my knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or

Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us is proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for one year after finalization of rate contract.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE MANUFACTURER :

★ The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.

Annexure –IX

List of items quoted

Tender No._____

Sr. No.	Description of Items	Manufacturer's Name	Model No.	Warranty Period in Years	Price Quoted/ Not Quoted	Technical Specifications Attached/Not Attached

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE X

UNDERTAKING ON FRAUD & CORRUPTION (for bidder)

We …….. do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of **Single Puncture Laparoscope** under tender reference no …… …… we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE– XI
NATIONAL RURAL HEALTH MISSION, ASSAM

AGREED TERMS & CONDITIONS

Tender No. & Date _____

1. Details of Bidder

   Bidder Name:
   Offer Ref: Contact Person:
   Telephone No: Signature:
   Fax No: E-mail:

2. Definitions

   1. "Purchaser" means the Mission Director, National Rural Health Mission, Assam or his authorized representative.
   2. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
   3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
   4. "Site" means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	**Description**	**Vendor's Confirmation (Confirmed/Noted/Deviation furnished separately)**
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	

2.	Confirm that the quoted landed price is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT on %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated under clause 16(D) of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices are in Indian Rupees and shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount	
14.	Packing / forwarding, transportation, loading/ unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will	

	be valid for a period of 1 year from the date of order.	
16.	a) Confirm that all inspection & testing charges including 3rd party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.	
17.	a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost. b) Specify facilities (if any), like water supply/ electric power to be provided by the purchaser for commissioning of the equipment.	
18.	Packing / forwarding, transportation, loading/ unloading and insurance are your responsibility. However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. Pl confirm compliance.	
19.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. Pl confirm acceptance.	
20.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
21.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	
22.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
23.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
24.	Confirm that you shall observe the highest standard of ethics during bidding and in case	

	favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
25.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE-XII

CHECK LIST

Sl.	Cover A	Yes	No
1.	Court Fee Stamp/IPO & Tender Document Fee furnished		
2.	EMD in the form of DD furnished		
3.	Documentary evidence for the Constitution of the company		
5.	Attested Photocopy of Import license if any		
6.	The instruments such as Power of Attorney, Resolution of Board etc.		
7.	Technical cum Compliance Specification Sheet as per Annexure I		
8.	Undertaking as per Annexure IIA & II B		
9.	Manufacturer's Authorization as per Annexure III		
11.	Attested copy of Quality Certificate.		
15.	Attested copy of ISO certificates		
16.	Annual Turnover Statement for last 3 financial years (Annexure – IV A & Annexure –IV B)		
17.	Performance Statement as per Annexure V and Single order of value Rs 2.00 Lakhs/-		
18.	Sales Tax Clearance Certificate as Annexure VI		
19.	Undertaking for Embossment of logo as per Annexure VII		
20.	Details of Manufacturing Unit as per Annexure VIII		
21.	List of items quoted with name of Manufacturer as per Annexure IX		
22.	Undertaking on Fraud & Corruption as per Annexure X		
23.	Agreed Terms & Conditions as per Annexure- XI		
Sl	**Cover B**	**Yes**	**No**
1.	Price Bid as per Annexure XIII		

ANNEXURE XIII

PRICE BID

TENDER NO…….

Sl	Brief Description of item	Qty. Nos.	Manufacturer's Name	Model No.	Basic Rate per unit Rs	Tax/VAT per unit Rs	Total (For supply) Rs 6= 3 x(4+5)	CAMC for 3 years	Grand Total 8= 6+7
1	**2**	**3**			**4**	**5**	**6**	**7**	**8**
1									

Grand Total = Rs……
Rs (in words)…….

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE-XIV
Form of Agreement

THIS CONTRACT AGREEMENT is made

This ……. day of month…….. year**……**

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:

    (a) This Contract Agreement

    (b) Special Conditions of Contract

    (c) General Conditions of Contract

    (d) Technical Requirements (including Technical Specifications)

    (e) The Supplier's bid and original Price Schedules

    (f) The Purchaser's Notification of Award

    (g) [Add here: **any other documents**]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____

In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____

For and on behalf of the supplier

Signed: _____

In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____